

PERSON, YOU MAY REMOVE OR
BEFORE IT IS FILED FOR REC
VER'S LICENSE NUMBER 8-02

whether one or more) whose address is 3120 Mea
y Rd., FORT WORTH, TEXAS 76117

whether one or more) whose address is 3120 Meadow
y Rd., FORT WORTH, TEXAS 76117

of blank spaces) were prepared jointly by Lessor
rein contained, Lessor hereby grants, leases and

ding to plat recorded in Volume 388-L, Page 64,

erests therein which Lessor may hereafter acquire, together with all hydrocarbon and nonhydrocarbon gas, along with all hydrocarbon and nonhydrocarbon

m of (5) FIVE years from the date hereof, and for

ations hereunder, and this lease shall remain in full force and effect until the expiration of the term hereof.

be paid by Lessee to Lessor as follows: (a) For oil and gas production, to be delivered at Lessee's option to Lessor or to the market, at Lessor's election, for sale, transportation, storage and production, severance or other taxes and royalties, and Lessee shall have the continuing right to sell or lease the oil and gas then prevailing in the same field, then in the nearest market (oil and gas) and all other substances covered hereby, then in the nearest market, for sale, transportation, storage and production, severance, or other taxes and royalties; provided that Lessee shall have the continuing right to sell or lease the oil and gas then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest market) for contracts entered into on the same or nearest preceding date; (b) For production of other substances, then in the same field, on the leased premises or lands pooled therewith, if production therefrom is not being sold by Lessee, then in the nearest market; and (c) If for a period of 90 consecutive days such well is shut-in, then the dollar per acre then covered by this lease, such shut-in payment to be made on the ownership of the leased premises, and payment to be deposited in the U.S. mails on or before the end of such shut-in period; provided that shut-in payment shall not be made if production therefrom is not being sold by Lessee, then in the nearest market, for production, as the case may be, on the leased premises or lands pooled therewith.

ing in paying quantities (hereinafter called "dry holes") and boundaries pursuant to the provisions of Paragraph 1, shall nevertheless remain in force if Lessee ceases producing production on the leased premises or lands producing production. If, at any time and from time to time, when engaged in drilling, reworking or any other operations are prosecuted with no cessation of more than thirty (30) days long thereafter as there is production in paying quantities hereunder, Lessee shall drill such additional wells and under similar circumstances to (a) develop the leased premises and (b) protect the leased premises from uncompensated drainage by third parties of any additional wells except as expressly provided herein. If the leased premises remain in full force and effect as to the government, which is then capable of producing leased substances.

s or any interest therein with any other lands or interests owned by Lessee for the better management of production, whenever Lessee deems it desirable to do so; provided, if pooling authority exists with respect to such other lands, plus a maximum acreage tolerance of 10%, and if a larger unit may be formed for an oil well or gas well by governmental authority having jurisdiction to do so for the purpose of the foregoing, the terms "oil well" and "gas well," as so prescribed, "oil well" means a well with an initial completion depth of more per barrel, based on a 24-hour flow rate of equipment; and the term "horizontal completion" means a well one hundred feet in length. In exercising its pooling authority, Lessee shall be treated as if it had exercised its pooling authority except that the production on which Lessor's royalty is included in the unit bears to the total gross acreage contributed by expansion or contraction or both, either by operation of the formula prescribed or permitted by the governing authority. In making such a revision, Lessee shall be adjusted accordingly. If Lessee deems it advisable to terminate the unit by filing of record a written declaration, Lessee may terminate the unit by filing of record a written declaration. Pooling hereunder shall

ed premises, royalties and shut-in royalties for an in such part of the leased premises bears to the

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all payments and obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

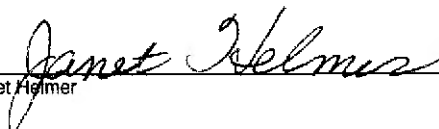
11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall remain in force during the continuance of such prevention or delay, and Lessee shall have 90 days after the removal of such prevention or delay within which to commence or resume drilling, reworking, production or other operations. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, until at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production, and Lessor agrees to execute any such documents or agreements as Lessee may reasonably request in furtherance of such commitment.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.


Janet Helmer

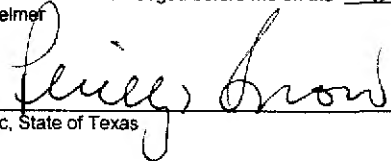
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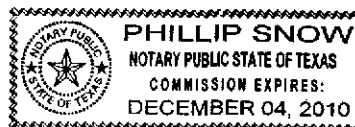
ACKNOWLEDGMENT

STATE OF TEXAS _____
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 27 day of April, 2009.

By, Janet Helmer


Notary Public, State of Texas
(S E A L)



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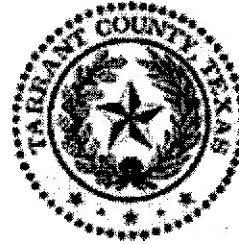
ACKNOWLEDGMENT

STATE OF TEXAS _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2009.

By _____

Notary Public, State of Texas
(S E A L)



SNOW OPERATING CO INC
6300 MIDWAY RD

FTW TX 76117

Submitter: SNOW OPERATING CO INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/01/2009 03:00 PM
Instrument #: D209116858
LSE 3 PGS \$20.00

By: _____



D209116858

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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